



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z10052
TITLE: ELECTRONIC GRANTS MANAGEMENT SYSTEM
ISSUE DATE: 03/23/10

REQ NO.: NR 300319D000001
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 04/09/10 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

INFORMATION TECHNOLOGY SERVICES DIVISION -DEPARTMENT OF PUBLIC SAFETY (ITS-DPS)
P.O. BOX 749
JEFFERSON CITY, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND BACKGROUND INFORMATION:**1.1 Purpose:**

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of an Electronic Grants Management System for Information Technology Services Division-Department of Public Safety (ITSD-DPS) on behalf of the Department of Public Safety in accordance with the requirements and provisions stated herein.

1.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Part 1: Introduction and Background Information;

Part 2: General Contract Provisions;

Part 3: Performance Requirements;

Part 4: Proposal Submission Information and Requirements;

Exhibit A: Cost Proposal;

Exhibit B: Experience/Reliability of Organization and Expertise of Personnel;

Exhibit C: Proposed Method of Performance and Solution Functionality;

Exhibit D: Participation Commitment;

Exhibit E: Missouri Service-Disabled Veteran Business Preference;

Exhibit F: Other Requested Information;

Exhibit G: Affidavit of Work Authorization;

Exhibit H Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,
Lower Tier Covered Transactions;

Attachment #1: Current Program Grant Administration Data;

Attachment #2: Grant Programs Administered by DPS;

RFP Terms and Conditions

1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the buyer, John Stobbart. It is preferred that questions be e-mailed to john.stobbart@oa.mo.gov.

1.2.2 All questions and issues should be submitted prior to ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.

1.2.3 Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor.

1.3 Offeror's Contacts:

1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.4 Estimated Quantities:

- 1.4.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

1.5 Background:

- 1.5.1 The Department of Public Safety, Director's Office (DPS) has, over the years, developed and/or utilized a variety of databases to maintain existing grants management functions (e.g., GMS, MS Access, Excel, etc.). None of these data repositories are currently capable of electronically sharing data, resulting in: limited ability to analyze trends and compare grantee performance; duplicate entry; reporting limitations; etc. None of these databases have the ability to manage all aspects of the grants process.
- 1.5.2 Although interfaces could be developed to link some or all of these databases, or they could be re-configured all together, DPS does not have the technical staff in-house to provide this service. Alternatively, re-configuration could be contracted out, but that could be quite expensive at an hourly rate for custom work, especially for relatively low-end software products with inherent limitations. Specific queries and reports would also have to be constructed for any new/re-configured database. Existing systems also do not provide any interface for sub-grantees to submit information or review their data, limiting both availability and extent of customer services. Discussions with Director's Office Programs indicate similar limitations with grants received and managed by their programs and grantees' services. There are absolutely no linkages between the program grants, resulting in another layer of limited information and analytical ability for DPS and its programs, and a distinct lack of convenience for grant seekers looking for comprehensive information.
- 1.5.3 Over at least the past five (5) years, DPS has contemplated the acquisition of an electronic grants management system to automate data and combine it into a single repository. There are now a number of factors that would strongly support proceeding at this point in time. These include: Department of Juvenile Justice's (and subsequently others') expressed interest in acquiring a system; completion of an electronic grants management system assessment by National Criminal Justice Association; increased focus on inter-agency data sharing and process streamlining; and ability to use federal grants' administrative funds for system acquisition.
- 1.5.4 DPS programs devote significant resources to managing grant awards received and sub-awards disbursed (see Attachments #1 and #2). Yet, many times, a constituent will contact the programs requesting to know "what grant funds are available." At this time, it is a multi-point answer – DPS manages the vast majority of funds, with no central source for response. By implementing an electronic grants management system, staff time spent on simple, yet time consuming tasks, such as resource referral or math checks, can be performed within the system. Eliminating simple repetitive tasks will provide staff with additional time to monitor awards and sub-awards, performing more time consuming, complicated task such as field audits, more often and more thoroughly. Required and *ad hoc* reporting functions will be eased by allowing direct input, roll-up, and previously unavailable analyses opportunities when all award/sub-awardee data are reported consistently and contained in a single database. Both inter-and intra-agency comparisons will be possible.
- 1.5.5 Cost Distribution: In order to get the most value from the proposed system acquisition, the programs will assume the cost of main system acquisition, with the requirement that all grant funds received, awarded, or otherwise administered by the programs be managed within. Any major customization required by an individual program should be borne by that program.
- 1.5.6 Implementation Plan: Grants staff within DPS reached the conclusion that an electronic management system is required to improve productivity, accuracy, and customer service. Other programs within the DPS have also expressed interest and could benefit from use of such a system, but the absolute necessity is much less, due simply to volume. Installation should be tested and begin with these programs, with remaining programs brought on over the course of the project.

- 1.5.7 In order to insure buy-in and participation among programs with diverse needs, an advisory group will be formed from these organizations to participate in the implementation process and, eventually, to review any on-going system management issues after implementation. One or more constituent forums will also be held to gather user desires and opinions, and basic functional requirements for each program will be outlined.
- 1.5.8 Program/Grants Information: Information regarding Current Program Grant Administration Data is provided in Attachment #1. Information regarding Grant Programs Administered by the Department of Public Safety is provided in Attachment #2.
- 1.5.9 SAM II Interface - The SAM II system provides functionality for the State in the areas of budgeting, financials and procurement. The vendor shall be required to interface with this system. Additional information about the system is located at:
<http://www.mo.gov/mo/samii/fin/ii/Agency-Interface-Specifications.htm>.
- 1.5.10 SAM II Vendor interface information may be viewed at:
<https://www.moolb.mo.gov/Glue/default.asp>
- 1.5.11 Network Infrastructure and Configuration, Missouri Information Highway (MIH): The State of Missouri is striving to improve access to communication services, and sharing of information and technology resources that exist throughout the state. The Missouri Information Highway (MIH) is a major initiative to develop the State public sector communications network as a publicly available, accessible, affordable infrastructure resource, which can be used to break the barriers traditionally imposed by geography, demographics, or ability to pay. The MIH is provided as a statewide digital network providing for the high speed, high capacity delivery of voice, data, video image, and radio transmissions. Development of the MIH incorporates the existing communications system used by the state for voice, data and video with advanced capabilities and expanded bandwidth.
- 1.5.12 Through a major contract with a consortium of telecommunications vendors, the MIH provides connection for all 115 counties to a modern, high speed, digital communications infrastructure, which is used to interconnect state agencies, educational institutions, and quasi-governmental institutions throughout the state, providing access to a variety of information resources. The MIH provides the communications infrastructure for numerous public systems.
- 1.5.13 The State currently occupies approximately 1,500 state owned or leased properties across the state. All of these locations contain local area networks (LAN) facilities and are connected to the State wide area network (MIH) with varying line speeds. Connectivity options include:
- a. 56 Kbps Frame Relay;
 - b. 128 Kbps Frame Relay;
 - c. 256 Kbps Frame Relay;
 - d. 384 Kbps Frame Relay;
 - e. T1 1.544 Mbps.
- 1.5.14 Missouri agencies that will use MIH provision the various offices with the appropriately sized connections based on the number of staff at the location, system access requirements, and costs.

2. GENERAL CONTRACT PROVISIONS:

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's

acceptance of the proposal by “notice of award.” All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be date of award through one year. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Price:

- 2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid installation costs and/or maintenance/repair costs provided that such costs are firm, fixed and specifically proposed in response to the Request for Proposal. Failure to propose costs for installation and maintenance/repair shall not relieve the contractor from his/her responsibility to maintain, install and/or repair all items, and any related costs for the service shall be considered by both the contractor and the state to be included within the price stated in the contract.

2.4 Title:

- 2.4.1 Title to any leased equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.5 Contractor Liability:

2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.6 Termination:

2.6.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.7 Assignment:

2.7.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

2.8 Inventions, Patents, and Copyrights:

2.8.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.8.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the

modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- 2.8.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.9 Insurance:

- 2.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

2.10 Subcontractors:

- 2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.10.2 Pursuant to section 285.530.1 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550 RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1 RSMo if the contract binding the contractor and subcontractor affirmatively states that:
- a. The direct subcontractor is not knowingly in violation of section 285.530.1 RSMo; and,
 - b. Shall not henceforth be in such violation; and,
 - c. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.11 Contractor Status:

- 2.11.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.12 Coordination:

- 2.12.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.13 Participation by Other Organizations:

- 2.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.14 Property of State:

- 2.14.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.14.2 The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the state agency on any materials produced or issued, without the prior written approval of the state agency.

2.15 Contractor's Personnel:

- 2.15.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.15.4 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo pertaining to section 285.530 RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo pertaining to section 285.530 RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.16 Payments:

- 2.16.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.16.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.17 Transition:

- 2.17.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 2.17.2 Upon expiration, termination or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
- 2.17.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- 2.17.4 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 2.17.5 If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.18 Confidentiality and Security Documents:

- 2.18.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation of the contract.

2.19 Federal Funds Requirement:

- 2.19.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3. PERFORMANCE REQUIREMENTS:

3.1 General Requirements:

- 3.1.1 The contractor shall provide a commercial off the shelf (COTS) Electronic Grants Management System (system) for the Office of Administration, Information Technology Services division (OA/ITSD), referred to hereinafter as the "state agency," in accordance with the provisions and requirements stated herein.

- 3.1.2 The contractor's system must be web based – accessible by W3C compatible web browser over SSL and only requires royalty-free plug-ins.
- 3.1.3 The contractor's system must support consistent “look and feel” across all grants applications and web services as determined by the state agency.
- 3.1.4 The contractor's system must be able to pass information/data to and from the Office of Administration's Sam II system.
- 3.1.5 The contractor's system must allow for entry of primary and alternate contact information for each program for each sub-grantee (name, address, e-mail address, fax number, and phone number).
- 3.1.6 The contractor's system must allow the state agency to define business rules to determine program eligibility for specific sub-grantees.
- 3.1.7 The contractor's system must provide standard directory information for sub-grantees to be drawn from a centralized repository within the state agency.
- 3.1.8 The contractor's system must facilitate automated workflow and status tracking.
- 3.1.9 The contractor's system must have a modular design that allows implementation of additional functionality at a later time.
- 3.1.10 The contractor's system must be able to modify functional requirements to meet new state or federal requirements as the mandates for reporting change.
- 3.1.11 The contractor's system must provide work-in-progress capability (i.e., partially completed applications can be saved for completion at a later time if work accomplished meets minimal validation and edit criteria).
- 3.1.12 The contractor's system must allow for event-triggered e-mail notifications.

3.2 Compliance with Policies and Standards:

- 3.2.1 The contractor and any subcontractors shall be required to adhere to and sign all applicable State of Missouri policies and standards related to technology use and security.
- 3.2.2 The contractor shall comply with Missouri IT Enterprise Architecture and Standards as stated at the following web site: <http://oa.mo.gov/itsd/cio/enterprisearch.htm>. The contractor shall stay knowledgeable and shall abide by these standards for all related work resulting in the contract.
- 3.2.3 Compliance with ITSD Security Standards: The contractor's software deployment and all related services shall abide by security standards as outlined in the State of Missouri's Enterprise Information Technology Policies at <http://oa.mo.gov/itsd/cio/enterprisearch.htm>.
- 3.2.4 Information Technology Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires State agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT);

<http://www.itic.org/index.php?submenu=Resources&src=gendocs&ref=vpat&category=resources>) or other comparable document (see Exhibit C).

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

3.2.5 Privacy, Confidentiality and Ownership of Information: The contractor shall understand and agree that the Office of Administration, Information Technology Services Division is the designated owner of all data and shall approve all access to that data. The contractor shall not have ownership of Missouri's data at any time. The contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State of Missouri and will be appropriately displayed on the State of Missouri portal (MO.gov). The contractor shall provide sufficient security to protect the State of Missouri and the Missouri Department of Public Safety data in network transit, storage, and cache.

3.2.6 License Agreements: The contractor shall understand and agree that software provided by the contractor to the state agency shall contain a provision for perpetual licensing with all upgrade options. The agreements shall also contain a provision for maintaining a version of the software in escrow in the event the contractor is unable to continue the business for financial or other business reasons.

3.3 Project Scope and Management Requirements:

3.3.1 The contractor shall function as a single Application Service Provider to configure and implement a comprehensive integrated electronic grants management system. The contractor's system components shall include the database and software environments to house and process grant applications. The contractor's system shall also include an administrative component to manage the grant advertisement, grant applications, grant scoring, grant management, and periodic and final reporting for the state agency (and its programs) application programs. The contractor shall provide a web-based system that shall enable the state agency's program applicants to enter data into an on-line application that shall be accessible through the World Wide Web.

- a. The contractor's system shall contain, at a minimum, the following components for applicant users:
 - 1) RFPs from all agencies;
 - 2) Applications for on-line filing;
 - 3) Reporting forms for on-line filing;
 - 4) Other supporting documents;
 - 5) System-generated notifications;
 - 6) User support help-desk/on-line support.

- b. The contractor's system shall contain, at a minimum, the following components for state agency staff users:
 - 1) All Applicant User functions;
 - 2) Application review and scoring;
 - 3) Awards and rejections;
 - 4) Grantor report preparation (including roll-up of individual grants statistical reports);
 - 5) Award payments (approval only, until able to access the state's accounting package, SAM II, through system);
 - 6) Award management (e.g., report review and approval, scheduling, follow-up);
 - 7) Ad hoc queries (against individual awards, grant programs, agencies, etc.);
 - 8) Monitoring Reports
- 3.3.2 The contractor shall establish sufficient user controls to allow both applicants and internal users access to only certain functions, with managers allowed to access multiple areas, and certain users to access all areas to provide for appropriate security, yet allow access to individual and collective program data for analysis.
- 3.3.3 The contractor's system must be capable of interfacing with the State of Missouri's SAM II system. The contractor shall understand and agree that the ultimate goal of these two (2) systems interfacing shall be to allow all financial and programmatic information to be shared and mutually accessible.
- 3.3.4 The contractor's system shall meet the following technology requirements, at a minimum:
 - a. Internet (web) enabled access for all software functionality (customer interface and back-end processing);
 - b. A computing/networking infrastructure and software environment operated and supported by the contractor at the contractor's data center, but also can be supported by the State of Missouri.
- 3.3.5 The contractor's system must be compatible with Microsoft SQL Server 2005 sp2 or higher.
- 3.3.6 The contractor's system's minimum software functionality shall include appropriately secured software to support the following:
 - a. Grant advertisements for DPS/programs constituent groups;
 - b. Applicant self-service 24/7;
 - c. Application/submissions process;
 - d. Scoring process;
 - e. Award announcements;
 - f. Periodic and final reports (programs and awardees');
 - g. Grants administration.

3.4 Minimum Software/System Functionality:

3.4.1 The contractor shall provide a modular software environment with high levels of configuration capabilities for different grant programs. At a minimum, core modules shall include:

a. Applicant Side of System must have the following components:

- 1) Organizational profile;
- 2) Individual profile;
- 3) Partner profile;
- 4) Narrative sections with 10,000 character limits;
- 5) Budget and/or other financial information section;
- 6) Staff and board lists;
- 7) Submission cover and certifications pages;
- 8) Reporting.

b. Administrative Side of System must have the following components:

- 1) Back office management module with deadline dates, correspondence, and grant program links and documents;
- 2) Applicant/Award lists;
- 3) Application management with status changes and view details;
- 4) Grant management with program monitoring, fiscal monitoring, and grant adjustments;
- 5) Reports;
- 6) ODBC (Open Database Connectivity) connectivity with other databases;
- 7) Workflow;
- 8) Role Based Security.

c. Administrative Tools:

- 1) Panelist review, scoring, and reporting;
- 2) System search;
- 3) Calendar;
- 4) Additional reporting;
- 5) Financial tools.

3.5 System Implementation Requirements:

3.5.1 The contractor shall implement its system via a phased implementation schedule, which shall include the following activities:

- a. Planning;
- b. Project management;
- c. Software configuration and customization;
- d. Integration services;
- e. Change management and communications assistance;
- f. Training for program staff/management and constituent groups;
- g. Skills transfer;
- h. On-line or telephone user support on a specified schedule (e.g., 24/7, 8/5).

3.5.2 The contractor shall implement full software functionality in phases as follows to optimize risk and reduce implementation costs. The contractor should meet the time parameters as stated, at a minimum. The contractor shall agree and understand that the implementation schedule shall be mutually agreed upon between the contractor and the state agency. However, in the case of conflict, the contractor shall understand and agree that the state agency shall be the final authority regarding time parameters for the implementation.

- a. Phase One – Preparation, maximum one month from award date. In conjunction with state agency program management, the contractor shall develop a final implementation plan/schedule and provide project management services to accomplish the work activities and responsibilities outlined in Phases Two through Five.
- b. Phase Two – Development, maximum four months from award date. Tasks shall include:
 - 1) Development/configuration of constituent and staff interfaces;
 - 2) Establishment/implementation of security access levels;
 - 3) Initial data set-up;
 - 4) Development/configuration of constituent and program reports;
 - 5) Provide program management and state agency staff basic systems training;
 - 6) Provide constituent training;
 - 7) Assist with the preparation of communications, on-line help, instructions and other procedural documents to ensure the successful implementation of the electronic grants management system;
 - 8) Implement the electronic grants management system with two of the programs;
 - 9) Implement the electronic grants management system at all remaining agencies.

- c. Phase Three – Training and Communications, maximum four (4) months from award date. Tasks shall include:
 - 1) Provide program management and staff advanced systems training;
 - 2) Provide associated communications and support services.
- d. Phase Four – Configuration and Testing, maximum five (5) months from award date. Tasks shall include:
 - 1) Complete software and report configuration per final project plan;
 - 2) Fully test the system and obtain state agency sign-off;
 - 3) Provide all remaining constituent training.
- e. Phase Five – Full Implementation, maximum six (6) months from award date. Tasks shall include:
 - 1) Full production implementation of the system, with all planned functions and features;
 - 2) Provide post production support and break/fix changes;
 - 3) Provide and deliver a Train-the-Trainer course for grant proposal Review Committees on the use of the system for electronic scoring and award;
 - 4) Obtain project sign off of fixed cost deliverables from the state agency.

3.6 Web Enabled System Interface:

- 3.6.1 The contractor's software solution shall provide a web-enabled interface for the state agency and its programs system administrators, users, and all other customer groups that need access to the system. The contractor shall understand and agree that an Internet web browser shall be the only client software required on a workstation to interact with the contractor's system.

3.7 Knowledge Transfer:

- 3.7.1 The contractor shall provide knowledge transfer during the implementation process sufficient to allow state agency programs management/staff to provide operations support for the system as the need arises.

3.8 Help Desk and Technical Support:

- 3.8.1 The contractor shall have a Help Desk available to state agency/program staff through a toll-free number. The help desk shall be able to ensure timely resolution for any system performance problems, software failures, software malfunctions and technical issues.

3.9 Contractor Cooperation:

- 3.9.1 The contractor shall cooperate and work with the following entities, at a minimum:
 - a. Other third party hardware, software and service providers under contract with the State of Missouri and/or state agency;

- b. State of Missouri ITSD-DPS infrastructure staff, security staff, systems administrators, application development resources, and related organizations.

3.10 Process Improvement/Best Practices:

- 3.10.1 The contractor shall help the state agency, the Office of Administration, Information Technology Services Division (ITSD), and other programs understand how processes from other states/accounts can improve and streamline state agency/programs, system, and processes.

3.11 Constituent Interface and Functionality:

- 3.11.1 The contractor shall understand and agree that individual grant program offerings to applicants must be accessible by grant program, and each grant program must support unique application processes, review processes, supporting documents, and reporting and management requirements.

3.12 Applicant Functionality:

- 3.12.1 The contractor's system must enable a program applicant to perform, at a minimum, the following activities:
 - a. Use a computer with Internet access to prepare and submit an application;
 - b. Complete an account profile that captures core contact information when using the system for the first time. In subsequent application cycles, applicants will be asked only to update this information and will not need to re-enter it;
 - c. Save the work as each segment of the online application is completed;
 - d. Each time an applicant saves work, the data is saved in a database;
 - e. Click a button that will transmit the data to the administrative section of the site when the application is complete and ready for submission;
 - f. Receive an e-mail confirmation that the program received the application. A portable document format (PDF) of the completed application will be attached to that e-mail;
 - g. Allow multiple users from the same organization to complete a single application at the same time as long as each user is on a separate page of the application;
 - h. Establish/maintain/change applicant agency password via e-mail.
 - i. Attach or upload documents into the system.

3.13 Administrative Functionality:

- 3.13.1 Administrative functionality shall include functionality that will enable program administrators to manage applications and awards by:
 - a. Tracking the progress of applications prior to submission and engaging in offsite electronic review of applications in preparation for award;
 - b. Setting deadline dates in a way that allows for the automatic shutdown of grant programs at a predetermined date and time;

- c. Sending automated electronic mail and managed surface mail correspondence to applicants;
- d. Producing PDF copies of applications;
- e. Electronic panel review and scoring;
- f. Receiving and analyzing performance reporting;
- g. Issuing grant adjustment notices and other post-award documents;
- h. Creating canned reports regarding applicant aggregated information;
- i. Conducting robust searches through applicants and applications;
- j. Accessing long-term data.

3.14 Additional Functionality:

3.14.1 The contractor's system must provide the following additional functionality:

- a. In addition to normal administrative functionality and query capabilities, the contractor shall create an ODBC (Open Database Connectivity) link which enables state agency staff to download the data at times specified by the programs into an Excel or Access database or other ODBC capable application;
- b. The contractor shall be available to work closely with the designated program staff members throughout the development and implementation process;
- c. The contractor shall provide a minimum of 2 on-site training sessions for state agency/program staff prior to the public launch of the system;
- d. The contractor shall provide a minimum of 3 regional training sessions for state agency/program constituents after implementation;
- e. The contractor shall provide ongoing technical support for state agency/program staff following the launch of the system;
- f. Warranty of the system for 12 months after production implementation of the system.

3.15 System Database Requirements:

- 3.15.1 The central software solution must be compatible with Microsoft Windows Server 2003 or higher, Microsoft IIS 6.0 or higher, and Microsoft SQL Server 2005 sp2 or higher.

3.16 Software Warranty:

- 3.16.1 The contractor shall warrant the software and software configuration for a minimum of 12 months following the final production implementation. Any defects shall be addressed within one business day, and all corrections shall be made to state agency specifications at no additional cost to the state agency.

3.17 Data Validation and Verification:

- 3.17.1 The contractor's system shall identify on-line errors, warn users of such errors when appropriate, and/or preclude users from continuing the work process until the error is corrected.

- 3.17.2 The contractor's system shall require the applications to pass edits before submission to ensure they meet completion requirements.
- 3.17.3 The contractor's system shall provide page locking so that a user does not run the risk of overwriting another user's changes.
- 3.17.4 The contractor's system shall have procedures to allow modification of data without losing related data.
- 3.17.5 The contractor's system shall ensure that records with warnings/errors can be identified within the system.

3.18 Web Forms:

- 3.18.1 The contractor's system must have the capability to submit data through web forms.
- 3.18.2 The web forms and images must fully load within 20 seconds on a workstation with a connection as slow as 28.8 KB. All system components must be designed to adequately store and quickly deliver information to end-users. The system must efficiently handle peak workloads and maintain a high level of responsiveness.
- 3.18.3 The system shall have a web based form generation capability that will allow the creation and modification of forms by users with the appropriate privileges.

3.19 Technical Environment:

- 3.19.1 The database shall reside in the data center at the state of Missouri.
- 3.19.2 The database platform must be compatible with Microsoft SQL Server 2005 or higher.
- 3.19.3 The database should support historical data for no less than 10 years.
- 3.19.4 The contractor's system must be able to allow for a minimum of 500 concurrent users.
- 3.19.5 The web software solution must be compatible with Microsoft IIS 6.0 or higher.

3.20 Security:

- 3.20.1 The security model must provide access controls, rights, and privileges based on users groups and roles for all data and forms in the system.
- 3.20.2 The contractor's system must provide a web-based administrative function is for managing users and their passwords, access controls, rights and privileges.
- 3.20.3 All modifications and additions to the database must be time-and date-stamped, and create an audit trail. The audit trail information should include the following:
 - a. Last sub-grantee and user ID to edit a record;
 - b. Date and time of record creation;
 - c. Date and time of last record update;
 - d. Fields that were changed;

- e. Optional comments for person updating, i.e., reason for change;
- f. A batch ID to uniquely identify batches submitted to the system (in the event a back-out of the data is necessary), or online entry designation.

3.20.4 The system must be able to manage secure transmission with the capability to encrypt sensitive data.

3.20.5 The system must comply with the State of Missouri Internet Policies stated at <http://www.dmd.mo.gov/guidelines/accessibility.pdf>.

3.20.6 The contractor shall provide an Enterprise license for unlimited internal and external users.

3.20.7 Software access must be restricted after a state agency user-defined number of unauthorized attempts to enter.

3.20.8 The system shall allow for an automatic sign-off based on the state agency defined amount of inactivity time.

3.21 Usability Functional Requirements:

3.21.1 The contractor's system must have a built in spell checker.

3.21.2 The contractor's system shall incorporate ease of use features such as pull-down boxes, check boxes, radio buttons, etc. to speed data entry.

3.21.3 Key fields must carry over from screen to screen to avoid duplication of data entry.

3.21.4 The contractor's system shall have the ability to link to external information sources such as web links and other SQL databases.

3.21.5 Movement between fields must be done by using the <TAB> key and/or a mouse.

3.21.6 If data entry screens appear in a format similar to a printed form, all text boxes must be expandable with the final printed document utilizing a professional appearing format. If data entry screens are not similar to the format of the printed form, there must be an easy toggle between the data entry screen and in the appearance of the print ready documents.

3.22 Grant Control:

3.22.1 The contractor's system must be able to track the following items by grant award:

- a. Grant balance;
- b. Identifying information (i.e., award number, period of availability, CFDA number, etc.);
- c. Funds retained for DPS administration and state level activities as predetermined by federal regulation;
- d. Funds available for allocation to sub-grantees;
- e. Allocations and disbursements made to sub-grantees;
- f. Funds returned to the state agency by sub-grantees;
- g. Funds available to sub-grantees for allowable carryover and reallocation;

3.22.2 The contractor's system must support a First-In-First-Out (FIFO) method of accounting.

3.23 Grants Allocations:

3.23.1 The contractor's system must be able to:

- a. Import information from other external programs (such as Excel, MS Access, etc.) to include at least potential sub-grantees, allocation amounts, MOE, and final or net allocations;
- b. Allow for allocation to be designated as preliminary or final;
- c. Allow for recalculations throughout the system when preliminary allocation is changed to final;
- d. Allow for prime applicants and participating members of cooperatives and consortiums to change;
- e. Identify the individual allocations generated by each participating member of a consortium or cooperative in the total award to the prime applicant;
- f. Control allocation detail within the application to prevent sub-grantees from over budgeting the allocation;
- g. Allow and track transferred and flexed funds between grant projects within specific limits and criteria;
- h. Perform calculations to determine the proportionate share of funds that must be spent.

3.24 Grants Application:

3.24.1 The contractor's system must be able to:

- a. Support competitive, discretionary/noncompetitive, and formula grants;
- b. Pre-fill grant name, alias, and identifying information such as CFDA#, Federal or State grantor agency, etc;
- c. Generate application budgets using designated business rules. Budgets must allow for allocation at the categorical level or line item level based on grant or sub-grantee status;
- d. Perform all budget calculations, including set asides, directs, and indirects;
- e. Provide a grant designer tool that will permit state agency program specialists (i.e. non-IT staff), with management approval, to create an application for a grant or modify an existing grant application with grant designer tools shall include:
 - 1) The capability to define templates (groups of "controls") to be reused in creating new applications;
 - 2) The capability to add and delete common controls (i.e., labels, text boxes, lists) to and from an application;
 - 3) The capability to define the layout of controls, including the ability to have multiple items on the same "line" and justification of controls;
 - 4) The capability to define properties for the controls, such as color, font, variable field lengths, "enabled"/"disabled" fields;
 - 5) The capability to define properties and/or visibility of an item conditionally based on a sub-grantee status;

- 6) The capability to define business rules to be used for validation of the data input into controls;
- 7) Provide for input and extraction of program type/status;
- 8) Allow for projects that overlap fiscal years, such that a grantee may have multiple projects of the same grant operating at one time.

3.25 Review Applications:

3.25.1 The GMS system must be able to:

- a. Electronically facilitate the approval and amendment process of each of the submitted grant applications;
- b. Allow sub-grantee to save a completed applications in MS Word (.DOC) and/or Adobe (PDF) formats;
- c. Allow for comments by both sub-grantee and the state agency;
- d. Let the users review the status of each grant that they are eligible to receive (i.e., Status shall show the application has been completed and has been approved for submission, etc.);
- e. Allow for multiple users to review competitive grants;
- f. Ensure that approved applications/budgets and amendments are “locked” (able to be viewed but not edited);
- g. Create and view multiple versions of an application and track changes created by an amendment;
- h. Show differences between items that have been changed in the previous application(s);
- i. Allow the state agency to input recommendations, list required corrections, and track the completion of them.

3.26 Payments:

3.26.1 The contractor’s system shall be able to:

- a. Display budget and available balance;
- b. Allow for payments, including refunds, based on schedules, reimbursements requests (claims), or a hybrid of both and also supports manual payments;
- c. Allow for disapproval of payments or temporary withholding of one or all payments by grantee;
- d. Prevent total payments from exceeding the approved budget;
- e. Require justification for payment if it exceeds an amount designated by a business rule.

3.26.2 The contractor’s system shall interface with the State of Missouri SAMII System.

3.27 Expenditure and Program Reporting:

3.27.1 The contractor’s system must be able to:

- a. Allow for expenditure reporting at the categorical or line item level based on grant or grantee status;

- b. Allow sub-grantees to report on program activities to meet specific requirements for each grant (for example, end of year and interim reports);
- c. Import line item or categorical expenditure data provided in a defined format;
- d. Allow for sub-grantees to provide final fiscal, program, and narrative reports in accordance with designated business rules;
- e. Allow for final expenditure report approval process with multiple levels of approval by sub-grantee and the state agency.

3.28 Reporting Requirements:

3.28.1 The contractor's system must provide the following reporting functions:

- a. Pre-defined and ad-hoc report generation;
- b. Access privileges must be implemented through the security model;
- c. Ad-hoc report generation features must make all data elements available for inclusion in reports;
- d. The ad-hoc report writer shall allow inclusion of graphs, subtotals, filters and totals;
- e. System shall allow the DPS to modify pre-defined reports to include or remove fields and save these report definitions for future reporting;
- f. The limits on the numbers of row and column dimensions, if any, shall be at least 256 columns and 65,536 rows so as not to restrict the potential complexity of the reported data;
- g. System must be capable of exporting all reports to various formats including, comma delimited or line delimited ASCII file, RTF, HTML, PDF, .DOC, XLS, and .TXT, as appropriate.

3.29 Reports:

3.29.1 The contractor's system shall provide the capability for the state agency to perform up to 20 ad-hoc query reports at no additional cost, to be specified at a later date by the state agency, which may include, but not be limited to, the following:

- a. Total funds budgeted or expended in a given year;
- b. Ability to generate reports on transferability and flexibility;
- c. Funding source summary;
- d. Annual reports required at the state and federal level (final program and fiscal);
- e. Report of balances remaining in a given year;
- f. Report that shows amount of funds requested and paid to sub-grantees for each grant, including the ability to roll up to the state level;
- g. Sub-grantees that have been awarded allocations, but have not requested or applied for any of their funds;

- h. State level budget line analysis;
- i. Ability to view a portfolio of grant information and status at both the state and local level;
- j. Summary of the sub-grantee's awards;
- k. Allocation report by sub-grantee;
- l. Unspent funds not included in carryovers.

3.30 Training:

- 3.30.1 The contractor shall provide training that shall include a combination of on-site, centralized in-state, and regional training for the state agency as well as for Office of Administration, Information Technology Services Division staff, fiscal staff, and program specialists in Jefferson City, MO.
- 3.30.2 Follow-up training may be provided via the Internet, on DVD or CD-ROM, or through the use of video streaming and/or video conferencing.
- 3.30.3 Training materials must include a user manual and any other relevant documentation, such as technical manuals, error messages and codes, system reference guide, installations guides, etc.
- 3.30.4 Training must include "train the trainer," hands-on, and technical.

3.31 Software Support

- 3.31.1 The contractor must provide a "Help Desk" function from initial implementation through the end of the first year of implementation to assist internal and external users in solving problems of either a programmatic or technical nature. At a minimum, telephone support, on-line help and searchable help must be provided. Live technical support during business hours (7:00 a.m. to 6:00 p.m. Central time Monday through Friday) shall be provided via a toll free number.
- 3.31.2 The contractor shall provide software maintenance and support after the expiration of warranty that must include, at a minimum:
 - a. Phone and e-mail support Monday-Friday 9-6;
 - b. Support for error corrections and bug fixes;
 - c. Access to all patches (patches developed internally by vendor to address core software issues like security, performance, etc);
 - d. Access to new versions/upgrades;
 - e. Up to 10 hours of enhancement work per month (non-cumulative).

3.32 PROJECT ASSESSMENT QUOTATION (PAQ)

3.32.1 Project Assessment Quotations: The contractor's system must allow for customizations of its functionality in order to provide the agency with software programming enhancements and/or new functionality needed by the agency to accommodate additional grants. The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the agency's specific project and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state's best interests. For customization of the system not described in the RFP (outside of the contract requirements included herein), the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. STEP 1: PAQ REQUEST

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. STEP 2: DRAFT PAQ

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. STEP 4: FINAL PAQ

The contractor's final PAQ must include:

- 1) contract number;
- 2) state agency name/address
- 3) state agency designated project director name and phone number
- 4) contractor contact name and phone number
- 5) brief title of specific PAQ
- 6) final PAQ issue date
- 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- 9) detailed completion schedule for each task/component of the project work;
- 10) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- 13) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- 14) There shall be no reimbursement for all travel-related expenses – refer to paragraph 3.32.2.

e. **STEP 5: APPROVAL OF FINAL PAQ**

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state. Once the PAQ project work has been formally accepted by the state agency, the contract shall deliver the source code materials pertaining to the PAQ project work to the state agency within five (5) business days.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.
- 5) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.

- 6) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.
- 7) The duration of any PAQ must not exceed the effective contract period.
- 8) Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the agency within 30 calendar days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation).
- 9) The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement for the provision of PAQ services and, if it is in the best interest of the State of Missouri, such PAQ services may be obtained outside of this contract through other vendor(s). The contractor shall agree to provide all necessary information to other vendors providing PAQ services to enable provision of PAQ services.

3.32.2 No additional travel expense payments and/or reimbursements shall be made to the contractor for providing the onsite services described herein. If travel expenses are incurred in providing on-site services to the agency, then such travel expense must be reflected in the pricing specified in Exhibit A.

4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

4.1 Preparation and Submission of Proposals:

4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IN NOT AVAILABLE FOR THIS RFP.

4.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost (Pricing Pages)

Exhibit B - Experience / Reliability of Organization and Expertise of Personnel

Exhibit C - Proposed Method of Performance and Solution Functionality

Exhibit D - Participation Commitment

Exhibit E - Missouri Service-Disabled Veteran Business Preference

Exhibit F - Other Requested Information

Exhibit G - Affidavit of Work Authorization

Exhibit H - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.
- 4.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.
- a. Offerors should limit their proposal's contents only to items that provide substance, quality of content, and clarity of information. However, offerors are cautioned that their failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration.
- 4.1.4 Proposal Copies: the offeror's proposal should include an original document, plus three (3) copies.
- a. In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s). The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
 - b. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- 4.1.5 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 4.1.6 Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.
- 4.1.7 Compliance with Terms and Conditions:
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

- b. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

4.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

4.1.9 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ (on the right side of the screen under "FORMS") and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

4.1.10 The award shall be made on an all or none basis.

4.2 Proposal Evaluation and Award:

4.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost Evaluation	100 points
Experience/Reliability of Organization and Expertise of Personnel, Including Specific Experience with Federal Gants Listed in Attachment #2	50 points
Method of Performance and Solution Functionality	40 points
MBE/WBE Participation	10 points

4.2.1 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- b. Negotiations may be conducted in person, in writing, or by telephone.
- c. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.2.2 Proposal Presentation and/or System Demonstration: After an initial screening process, a proposal presentation and/or a system demonstration may be conducted with the offeror, if deemed necessary. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.3 Cost Evaluation:

4.3.1 The cost evaluation shall be based on a projected total cost for **required** products, services, and prices stated on Exhibit A, Pricing Page, including contract renewal periods. Prices for optional products and services, and prices per hour for system development services provided on a PAQ basis shall be subjectively evaluated as part of the proposed method of performance and system functionality.

- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{100}{\text{maximum cost points}} = \text{Cost evaluation points}$$

- b. The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

- c. The offeror shall state a firm, fixed price(es) per hour to provide professional development services that shall be provided on a Project Assessment Quotation (PAQ) basis. Such form, fixed price(es) per hour must include all travel expenses to and from the state agency location (if required), and any other expenses related to services provided for a PAQ, including, but not limited to printing, shipping, postage, copying, etc.

4.4 Subjective Evaluation:

4.4.1 Subjective Evaluation: The evaluation of the offeror's technical capabilities, method of performance, & documentation, as well as, the offeror's experience, expertise, and reliability shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. The accessibility of the offeror's proposed product(s) will be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see Paragraph 3.2.4 and Exhibit C.3, IT Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.

4.5 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.5.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

4.5.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.5.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.5.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form, Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OSWD.)

4.5.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.5.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that

may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 4.5.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity

Harry S Truman Bldg., Room 630

P.O. Box 809

Jefferson City, MO 65102-0809

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

Web site: <http://www.oswd.mo.gov>

4.6 Other Submittal Requirements and Requested Information:

- 4.6.1 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) The offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the

blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit D; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.6.2 Missouri Service-Disabled Veteran Business Preference: Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E Missouri Service-Disabled Veteran Business Preference and provide the specified documentation in accordance with the instructions provided therein.

4.6.3 The offeror should respond to the information requested in Exhibit F, Other Requested Information.

4.6.4 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

EXHIBIT A
PRICING PAGE

A.1 The offeror shall state firm, fixed prices for each of the following for the system hosted on the State of Missouri systems:

Line Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Price
001	Software-Initial Purchase	Total	\$	1	\$
002	Implementation Cost	Total	\$	1	\$
003	Installation Cost	Total	\$	1	\$
004	Annual Maintenance- After expiration of warranty.	Total (Per Month)	\$	12	\$

A.2 The offeror must state firm, fixed price(s) per hour for Professional System Development Services provided on a PAQ basis: (See paragraph 4.3.1 c)

Line Item	Personnel Classification Proposed	Unit of Measure	Unit Cost Per Hour
005		Hour	\$

A.3 The offeror must state firm, fixed prices for any additional required items:

Line Item	Description	Unit of Measure	Unit Cost	Quantity	Extended Price
006					

A.4 The offeror should state firm, fixed prices for optional items:

Line Item	Description	Unit of Measure	Unit Cost	Quantity	Extended Price
007					

A.4 Renewal Option for Professional Services and Software Maintenance after Expiration of Warranty:

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of five (5) additional years.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: **DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

Maximum Increase

Minimum Decrease

On-going Software Maintenance and Support After Expiration of Warranty, other required items, and optional items

1st Renewal Period: original price + _____% **OR** original price - _____%

2nd Renewal Period: original price + _____% **OR** original price - _____%

3rd Renewal Period: original price + _____% **OR** original price - _____%

4th Renewal Period: original price + _____% **OR** original price - _____%

5th Renewal Period: original price + _____% **OR** original price - _____%

Professional Services Provided on a Project Assessment Quotation Basis – (See paragraph 4.3.1 c.)

1st Renewal Period: original price + _____% **OR** original price - _____%

2nd Renewal Period: original price + _____% **OR** original price - _____%

3rd Renewal Period: original price + _____% **OR** original price - _____%

4th Renewal Period: original price + _____% **OR** original price - _____%

5th Renewal Period: original price + _____% **OR** original price - _____%

EXHIBIT B
EXPERIENCE/ RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL

The evaluation of the offeror's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror must present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information must be provided by the offeror in order to verify their proposed experience, expertise, and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE OF THE ORGANIZATION

- 1) The offeror should describe its organizational qualifications including, but not limited to, the history and background of the organization.
- 2) The offeror should provide a detailed description their current and prior experience pertaining to establishing and maintaining an electronic grants management system as required by the RFP. The offeror should provide a list of entities for which they, and any proposed subcontractors, have provided the same services as those required herein. For each of the entities, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.
- 3) The offeror should provide a detailed description their current and prior experience pertaining to working with grants listed on Attachment #2 within the scope of an electronic grants management system as required by the RFP. The offeror should provide a list of entities for which they, and any proposed subcontractors, have provided the same services as those required herein. For each of the entities, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.
- 4) The offeror should provide a description of any grants management systems that it has developed for any of the grants listed in Attachment #2.

B.2 EXPERTISE OF PERSONNEL

- 1) The offeror should fully describe the expertise and experience of the staff that will be assigned. The offeror's description should include the position and position description of the proposed staff as well as detailed resumes for the proposed staff. Resumes should be structured to emphasize relevant qualifications (including education, licenses, certifications, etc.) and experience of the personnel in successfully completing contracts/performing services of the same size and scope of the requirements of this RFP. Information submitted should clearly identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri. In the event specific personnel are not able to be designated, the offeror should provide detailed descriptions of the required qualifications for the assignment as well as detailed job/position descriptions of the specific positions, including the type of person proposed to be assigned.
- 2) The offeror's response should also specifically address personnel's knowledge and experience with the following:
 - a. The development, implementation, and administration of electronic grants management systems identical in scope to the program requirements stated herein.
 - b. The various technical requirements required and desired to meet the requirements of the RFP (see Performance Requirements, Section 3);

B.3 RELIABILITY OF THE ORGANIZATION

- 1) The offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.
- 2) The offerors financial stability will be considered as part of the proposal evaluation. Therefore, the offeror should submit adequate financial information as evidence of the offeror's financial stability. This may include but not be limited to audited financial statements, annual reports, 10Q reports, 10K reports, or other recognized reports that provide information to support the offeror's financial stability.

EXHIBIT C

PROPOSED METHOD OF PERFORMANCE AND SOLUTION FUNCTIONALITY

The evaluation of the offeror's proposed method of performance and solution functionality shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 The offeror should provide a detailed technical work plan and approach for meeting the requirements in the Performance Requirements section of this RFP. The offeror should include a written narrative addressing each item of the Performance Requirements section.

The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method is recommended: Identify each specific paragraph and subparagraph of the Performance Requirements (Section 3 herein) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

C.2 In presenting the method of performance, the offeror should specifically describe the following:

- a. Include an explanation of the support functions provided and how each will be delivered.
- b. Include in your discussion, at a minimum, the following items for each product included in the proposal:
 - 1) Acceptable response time standards
 - 2) Availability of support staff and how many support staff will be dedicated to this project.
 - 3) The on-going system support provided by the vendor and if software upgrades are included as part of the support.
 - 4) Indicate the levels of support available.
- c. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details with the proposal.
- d. The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- e. The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- f. The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- g. The offeror should state the warranty period in number of months after the implementation and acceptance for the software proposed.

C.3 Product IT Accessibility: As explained under "Accessibility Compliance" in the Technical Requirements section 3 of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) which must be followed in the state's acquisition of IT products. Therefore, the offeror must provide a description of each proposed product's conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) (<http://www.itic.org>) or other comparable document (see Table below). If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the non-conformance as part of the VPAT or comparable document.

HELPFUL RESOURCES REGARDING IT ACCESSIBILITY:

The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the

Access Forum's Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards.

<http://www.access-board.gov/sec508/software-tutorial.htm>;

http://accessibilityforum.org/paper_tool.html; and

http://www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc

a. The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:

- JAWS,
- Window Eyes,
- ZoomText,
- MAGic, and
- Dragon Naturally Speaking.

(NOTE: The accessibility of the offeror's proposed product(s) will be considered in the evaluation.)

b. The offeror should identify whether they have an accessibility coordinator that will be responsible for ensuring conformance to IT accessibility standards during product customization and in the final version deployment. Provide a description of the accessibility coordinator's experience and expertise in developing/customizing products to conform with IT accessibility standards.

IT ACCESSIBILITY CONFORMANCE MATRIX

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
No.	Accessibility Requirement	Supporting Features/Functions of the Software Application	COMMENTS / EXPLANATIONS
		(Describe how and/or to what degree the proposed Electronic Grants Management system fulfills the accessibility requirement standards.	<ul style="list-style-type: none"> Describe whether the proposed software applications were or will be developed using a standard application programming interface such as Java Accessibility API or MicroSoft Active Accessibility. <p>NOTE: Just because the application was developed using an accessibility API does NOT mean that the application will be completely compatible with Assistive Technology tools, thus compatibility testing is helpful in identifying adjustments that can be made to ensure these tools can provide application use.</p> <ul style="list-style-type: none"> Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
Software Applications and Operating Systems			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
Web-based Intranet and Internet Information and Applications			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
18.	Row and column headers shall be identified for data tables.		
19.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
20.	Frames shall be titled with text that facilitates frame identification and navigation.		
21.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
22.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
23.	A method shall be provided that permits users to skip repetitive navigation links.		
24.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
25.	Contact information for issues related to accessibility shall be provided on each entry page.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
26.	<p>Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following:</p> <p>(i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products.</p> <p>(ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products.</p> <p>(iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.</p>		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
Telecommunications			
27.	Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
28.	Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
29.	Voice mail, messaging auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech To Speech users through the relay service.		
30.	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
31.	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
32.	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. Notwithstanding gain requirements, maximum output shall not exceed 125 db SPL.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
33.	Products that transmit or conduct information or communication shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
34.	If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use if the volume is capable of greater than 18 db of gain.		
35.	Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
36.	<p>Products which have mechanically operated controls or keys, shall comply with the following:</p> <p>(1) Controls and keys shall be tactilely discernible without activating the controls or keys.</p> <p>(2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.</p> <p>(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. The key repeat rate shall be adjustable to 2 seconds per character.</p> <p>(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.</p>		

EXHIBIT D
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (The greater of \$5,000 or 2% of the total dollar value of the contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
	%	
	%	
	%	
	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
	%	
	%	
	%	
Total WBE Percentage:	%	

EXHIBIT D, Continued
DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____ % of Total Value of Contract

If Organization for Blind / _____ % of Total Value of Contract
 Sheltered Workshop: _____ or
 _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entity, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business

EXHIBIT F
OTHER REQUESTED INFORMATION

F.1 CONTACT INFORMATION:

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

F.2 EMPLOYEE BIDDING / CONFLICT OF INTEREST:

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

EXHIBIT G
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has already submitted documentation with a notarized date on or after September 1, 2009 , to a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z10052 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Information Technology Services Division with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT G, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

(Complete the following if you DO NOT have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box B, do not complete Box C.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder must perform/provide the following. The bidder should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT G, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT G, continued**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

(Complete the following if you have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009.**

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT H

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

EXHIBIT H, (continued)
Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment #1**Current Program Grant Administration Data**

Department	Est. Amount Sub-Granted Annually	Est. # Sub-grantees	Est. # Grants Staff (fiscal/program/devel.)
Department of Juvenile Justice	\$4,240,000	82	4 FTE
Crime Victim Services Unit	\$15,000,000	280	9 FTE
(CVSU)			
NCAP	\$9,000,000	70	3 FTE
		80	
TOTALS	\$28,240,000	512	16 FTE

Attachment #2**Grant Programs Administered by the Department of Public Safety**

Program Name	Grant Program Name	Funding Source
NCAP	Byrne Formula Block Grant – (JAG)	Federal
NCAP	Recovery Act - Byrne Justice Assistance Grants – (JAG)	Federal
NCAP	Internet Cyber Crime Fund	State
NCAP	Local Law Enforcement Block Grant	Federal
NCAP	Paul Coverdell National Forensic Sciences Improvement Grant	Federal
NCAP	Residential Substance Abuse Treatment Program	Federal
NCAP	Recovery Act – Multi-Jurisdictional Cyber Crime Grant	Federal
NCAP	Community Oriented Policing Services (COPS)	Federal
CVSU	Victim of Crime Act	Federal
CVSU	Violence Against Women Act	Federal
CVSU	Sexual Assault Services Program	Federal
CVSU	State Service To Victim Fund	State
JJDP	Underage Drinking Laws Program (OJJDP)	Federal
JJDP	Office of Juvenile Justice and Delinquency Prevention, Title V	Federal
JJDP	Office of Juvenile Justice and Delinquency Prevention, Title II	Federal
JJDP	Juvenile Accountability Block Grant	Federal

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have

responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01-20-10